



First Annual Southern California
 Asian & Pacific Islander Festival
 Downtown Oceanside
 April 29, 2023 | 10:00AM-5:00PM
programs@apifestival.com

CULTURAL ACTIVITY/DEMO INFO & AGREEMENT

PERFORMER/GROUP NAME		COMMUNITY/CULTURE REPRESENTED	
STREET ADDRESS	CITY	STATE	ZIP CODE
CONTACT NAME		CELL PHONE	
EMAIL ADDRESS			

Each applicant must enclose and return to Umeke Inc., 1850 Hacienda Dr Ste 17, Vista CA 92081, by April 1st, 2023 or email to programs@apifestival.com with the following items:

- Complete Application
- Hold Harmless Agreement
- Media Release Form
- Logo and Organization/Individual Biography of 100 words or less

ACTIVITY INFORMATION	
Materials/medium being used	
How many festival attendees can participate in the project in a 1 hr. time period (approximate)?	
Description of activity	

DO NOT WRITE BELOW INTERNAL USE ONLY			
DATE RECEIVED	STAGE	TIME SLOT	

AGREEMENT DEADLINES

APPLICATIONS / PRIORITY

1. All agreements must be returned by April 1st, 2023
2. All agreements must be accompanied with:
 - a. Signed copy of the Hold Harmless Agreement
 - b. Signed copy Media Release
 - c. Logo and Biography

CONFIRMATIONS / REFUNDS / HOURS

1. In the unforeseen event that the Southern California Asian & Pacific Islander Festival is canceled due to weather and or per city restrictions, Umeke Inc. is not responsible for any loss as a result of pre festival bookings for travel, hotel and any other and all related costs incurred by an individual or a group or an organization(s)l.
2. Southern California Asian & Pacific Islander Festival will be held April 29, 2023 (one day only).
3. Hours of the event will be from 10:00 AM to 5:00 PM. Check-in time will be assigned to each organization.

Please read and sign the Hold Harmless Agreement below

-
1. Organization/Individual: _____ (hereafter "Presenter(s)" is applying for permission to use a space or spaces on the grounds of City of Oceanside, MainStreet Oceanside, Umeke event, between the designated hours for setup, selling, and teardown. In the performance of this contract, "Presenter(s)" and the agents and employees of "Presenter(s)r" shall act in an independent capacity and not as officers or employees or agents of Umeke.
 2. "Presenter(s)" agrees to indemnify, defend and hold harmless the City of Oceanside, MainStreet Oceanside, Umeke, its officers, agents, volunteers and/or employees against and from any and all claims, demands, lawsuits, damages, liability or loss, expenses and costs, in law or in equity, from any cause whatever, including the negligence (active or passive) of the Event venue and Umeke property and equipment, its officers, agents or employees, arising from the use of the facilities or activities in and about the same by Presenter or their representatives or invitees. This is to include those brought for, or on account of damage or loss of any item in Presenter's space or injuries to or death of any person or persons, including "Presenter(s)," or damage to or in connection with the specified event. The intent of this indemnity agreement is to avoid any responsibility on the part of Umeke and its agents from paying money for the defense of any lawsuit or claim, or any settlement or verdict.
 3. "Presenter(s)" acknowledges that this is a "Rain or Shine" event.
 4. Any and all artwork and logo materials created for Umeke are the sole property of Umeke and may not be reproduced without permission.
 5. "Presenter(s)" shall leave the venue/facilities in a clean and orderly condition. No alterations of any type may be made to the buildings or premises, particularly the outside surface of any buildings, without the express written authorization of Umeke. As an example, the use of thumbtacks, nails or tape on walls, light posts, fences or buildings is not permitted, as it damages the property. "Presenter(s)" agrees to assume responsibility for any damages done to the venue/premises or buildings caused by any of your guests or attendees. If any alterations were allowed, "Presenter(s)" agrees to restore the facilities to their original condition; and shall repair any damage arising out of the use of the facilities under this agreement. Should any damage occur during your use of the premises and facilities as described in this agreement and "Presenter(s)" refuses to pay for the cost of repairs, "Presenter(s)" agrees to submit the matter to binding arbitration according to the rules of the American Arbitration Association. The prevailing party is entitled to their legal fees.
 6. I have read and understand the application and accompanying materials. I understand that incomplete information will delay processing of my application. I understand that my application is subject to review and acceptance by Umeke Inc.
 7. My signature below certifies that I have read and understand the application, accompanying information, release of liability and agree to adhere to the rules and regulations set forth on this application.

SIGNATURE	DATE
PRINTED NAME	ORGANIZATION NAME

Please read and sign the Media Release below

As the Director of the individual minors and adults who are dancers and or musicians for Organization: _____ who will be participants at the Southern California Asian & Pacific Islander Festival event on April 29, 2023 at the Civic Center, Oceanside CA 92054, I give my consent on behalf of said minors and adults to be photographed and videotaped by Umeke Inc., Vista, CA.

I, hereby, give Umeke Inc. the irrevocable right to use the name of our group and names of all my dancers (*except minors*) musicians, adults for pictures, portraits or photographs in all forms and in all media and in all manners, without any restrictions as to changes or alterations for advertising, trade, promotion, exhibition, or finished version(s) incorporating the photograph(s), including written copy that may be created and appear in connection therewith.

I, hereby, release and agree to hold Umeke Inc. harmless from any liability. I agree that Umeke Inc. owns the copyright of all photographs and or videos and hereby waive any claims I may have based on any usage of the photographs and or videos or works derived therefrom, including but not limited to claims for either invasion of privacy or libel. I am of legal age (Over the age of 18) and competent to sign this release as holding a position of Director, Instructor or Owner.

I agree that this release shall be binding on me, my legal representatives, and assignees. I have read this release and I am fully aware and familiar with its contents.

SIGNATURE	DATE
PRINTED NAME	ORGANIZATION NAME